



PK Communications Co.

PK Communications Co., 125 NY-Penn Trade Center, 435 Main Street, Suite 153, Johnson City, NY 13790-1941
Global Number: 607-232-2232 E-mail: motorsportsradio@msrpk.com Web: msrpk.com

Network Station/Outlet Agreement

This is an agreement between PK Communications Co.'s **Motor Sports RadioSM Network (PK Comm)** and the FCC licensed radio broadcast station or other outlet (**Station/Outlet**) that assigns broadcast/performance rights to the **Station/Outlet** from **PK Comm**. These rights include 52 weeks of over the air broadcast (for FCC licensed radio stations) and performance rights (for other outlets). **Stations/Outlets** may broadcast these programs as many times as they desire from program release until the program kill dates. These rights include a contemporaneous (streaming) transmission of each over the air broadcast/performance on any **Station/Outlet** Internet web site, provided no permanent archive of any **PK Comm** broadcast is made available from the **Station/Outlet** Internet web site. These rights are granted for consideration or compensation and will remain effective until such time that either **PK Comm** or **Station/Outlet** cancels this agreement with a minimum **60 day** written notice. This agreement begins on _____ with an anniversary date of _____.

CONSIDERATION/COMPENSATION: FCC licensed commercial radio stations may enter a primary barter agreement. In this agreement, **PK Comm** would receive a 60 second availability in each broadcast (the first commercial position). **PK Comm** may, at its option, choose to use all or part of the 60 second availability. **PK Comm** will include its commercials in the program feed or provide them for insertion on other recorded or digital media. The **Station/Outlet**, if it so chooses, may sell the second commercial position (which may be covered by a repeat of the **PK Comm** commercials). No cash is required under this barter agreement; however, **PK Comm** may require at minimum, an affidavit of proof of performance from each barter station at least annually and as necessary. This affidavit must include the days and times that the programs actually ran during the requested audit period, and that there is backup documentation kept at the station which can be made available for inspection, upon request. Failure to provide this documentation within a reasonable time period (**14 days from first request, whether by e-mail or surface first class mail**) will be cause for termination of this agreement.

FCC licensed non-commercial stations, outlets, and FCC licensed commercial stations not wishing to enter a barter agreement, are charged an annual buyout fee. The annual buyout fee per program is **\$624**, due in US funds, with a signed copy of this agreement mailed to **PK Comm**. If the station or outlet wishes to renew for another 52 weeks, then another annual buyout fee of **\$624** will be due in full 30 days before the anniversary date of this agreement.

OTHER: All **Motor Sports RadioSM** programs are copyrighted by **PK Communications Co.**, all rights reserved. **PK Comm/MSR** grants the right for **Station/Outlet** to make a copy of **Motor Sports RadioSM** programs for sales purposes, with the proper copyright notice (©, year, **PK Communications Co.**). **PK Comm** owns the rights to the programs, its theme music and its checkered flag logo, and also uses the service mark **Motor Sports RadioSM** to identify its programs. **Station/Outlet** may, upon written request and the receipt of written permission to do so, use the checkered flag logo and theme music for promotional advertising concerning the **Station/Outlet** broadcast or performance of **Motor Sports RadioSM** programs. The checkered flag logo will not be rendered in any other color but black and white.

PK Comm is solely responsible for the content of its programs, and produces them to generally accepted broadcast standards for accuracy and fairness. No advertiser (whether local or national) exercises editorial control over **PK Comm** programs. Local and network advertisers are solely responsible for the content of their commercial messages.

This agreement, along with the language contained in the Business Practices section of the **msrpk.com** website, contains the entire basis for agreement between **PK Comm** and the **Station/Outlet**. It is governed by applicable New York State and Federal laws, and applicable Federal Communications Commission regulations. Any changes to this agreement must be submitted in writing and once properly annotated, will become part of this agreement. Both **PK Comm** and the **Station/Outlet** must agree to those changes, and have annotated copies of the agreement reflecting those changes before they go into effect.

CHANGES ATTACHED: _____

STATION/OUTLET: _____ MARKET/LOCATION: _____

Accepted for Station/Outlet by its authorized Representative:

DATE: _____ SIGNATURE: _____

Accepted for PK Communications Co. by its authorized Representative:

DATE: _____ SIGNATURE: _____

A written copy of this must be returned to PK
at the Station for its network public file.

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